



W.P.No.32727 of 2025

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.09.2025

CORAM

THE HONOURABLE MR.JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No.32727 of 2025

and

W.M.P.No.36638 of 2025

Dr.Anitha D

.... Petitioner

Vs

1. The State of Tamil Nadu
Represented by its Principal Secretary,
Health and Family Welfare Department,
Secretariat, Chennai – 600 009.
2. Directorate of Medical Education and Research
Represented by its Director,
Kilpauk, Chennai – 600 010.
3. Directorate of Medical and Rural Health Services
Represented by its Director,
359, Anna Salai, Chennai – 600 006.
4. Directorate of Public Health and Preventive Medicine,
Represented by its Director,
359, Anna Salai, Chennai – 600 006.
5. Government Medical College, Namakkal,
Represented by its Dean,
Namakkal – 637 003.



W.P.No.32727 of 2025

WEB COPY

6. Madras Medical College,
Represented by its Dean,
E.V.R.Salai, Chennai – 600 003.

.... Respondents

Prayer:- Writ Petition filed under Article 226 of Constitution of India for the issuance of Writ of Mandamus, directing the respondents to treat the petitioner's compulsory bond period as completed and consequently direct the respondent Nos. 2 to 5 to issue an order relieving the petitioner from bonded service and direct the 6th respondent to return the petitioner's original certificates and documents along with the post graduate degree certificate.

For Petitioner : Mr.Suhrith Parthasarathy

For Respondents : Mr.K.Tippu Sulthan
Government Advocate

ORDER

This Writ Petition has been filed for direction directing the respondents to treat the petitioner's compulsory bond period as completed, and consequently, to direct the respondents 2 to 5 to issue an order relieving the petitioner from bonded service, and further, to direct the sixth respondent to return the petitioner's original certificate and documents, which were obtained at the time of her postgraduate course.



W.P.No.32727 of 2025

WEB COPY

2. The petitioner completed her under graduation in MBBS and had also completed her postgraduation in MS (Obstetrics and Gynaecology) from the sixth respondent College. She had joined the postgraduate course as a non-service candidate. As per the conditions of postgraduate admission, the petitioner was required to execute a bond for a sum of Rs.40,00,000/- with an undertaking to serve the Government for a period of two years after completion of the course, if her services were required by the Government. While the petitioner was joined in the postgraduate course, she submitted all her original documents and certificates with the sixth respondent. The petitioner successfully completed her post graduation on 31.07.2023. Subsequently, by an order dated 11.10.2023, she was posted at the Government Medical College, Namakkal and she accordingly joined duty on 30.10.2023.

3. Subsequently, by G.O.(Ms) No.351, dated 27.10.2023, the bond period for postgraduate doctors who completed their course in 2023 was reduced from two years to one year. While being so, the petitioner availed medical leave from 06.03.2024 to 31.07.2024. Thereafter, she was sanctioned maternity leave for a period of one year



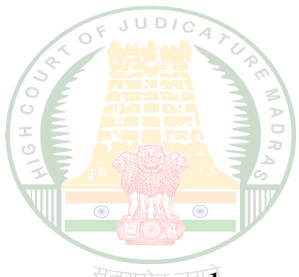
W.P.No.32727 of 2025

WEB COPY

from 01.08.2024 to 31.07.2025. Thus, as on date, the petitioner has completed only four months and six days in order to complete the one year bond period.

4. The learned counsel appearing for the petitioner submitted that, though the petitioner had completed her post graduation on 31.07.2023, she was belatedly issued with the posting order only on 11.10.2023 and the said delay cannot be attributed to the petitioner. Further, reliance was placed on the Judgment of the Hon'ble Division Bench of this Court in ***W.A. (MD) No.860 of 2023*** in the case of ***Dr.E.Krithikaa Vs. The State of Tamil Nadu and Ors***, wherein it was held that maternity leave of one year must be treated as part of the bond period. Therefore, the petitioner is entitled to be relieved from the bond period and a consequential direction may be issued to return her original certificates and documents, which were submitted by the petitioner at the time of admission of the postgraduate course.

5. Per contra, the learned Government Advocate, on instructions, submitted that though the petitioner is entitled to maternity



W.P.No.32727 of 2025

WEB COPY

leave during her bond service, the period of medical leave availed from 06.03.2024 to 31.07.2024, cannot be adjusted during the one year bond service. He placed reliance upon the Judgment of the Hon'ble Supreme Court of India in the case of **Kavitha Yadav Vs. State (NCT of Delhi)** reported in **(2024) 1 SCC 421**, wherein it was held that Section 5 of the Maternity Benefit Act, 1961, holds that every woman shall be entitled to the payment of maternity benefit. Section 12 prohibits the employer from dismissing or discharging a woman employee who absents herself from work in accordance with the provisions of the Act. Section 27 of the Act provides that the provisions of the Act shall have effect notwithstanding anything inconsistent therewith contained in any other law or agreement or contract of service. Further, reliance was placed on the decision of the Hon'ble Supreme Court of India in the case of **Deepika Singh Vs. PGIMER, Chandigarh** reported in **(2023) 13 SCC 681**, wherein it was held as follows :

“14. Our independent analysis of the provisions of the 1961 Act does not lead to an interpretation that the maternity benefits cannot survive or go beyond the duration of employment of the applicant thereof. The expression employed in the legislation is “maternity



benefits” [in Section 3(h) and not “leave”. Section 5(2) of the statutem which we have quoted above, stipulates the conditions on the fulfilment of which such benefits would accrue. Section 5(3) lays down the maximum period for which such benefits could be granted. The last proviso to Section 5(3) makes the benefits applicable even in a case where the applicant woman dies after delivery of the child, for the entire period she would have been otherwise entitled to. Further, there is an embargo on the employer from dismissing or discharging a woman who absents herself from work in accordance with the provisions of the Act during her absence. This embargo has been imposed under Section 12(2)(a) of the Act. The expression “discharge” is of wide import, and it would include “discharge on conclusion of the contractual period”. Further, by virtue of operation of Section 27, the Act overrides any agreement or contract of service found inconsistent with the 1961 Act.

15. In our opinion, a combined reading of these provisions in the factual context of this case would lead to the conclusion that once the appellant fulfilled the entitlement criteria specified in Section 5(2) of the Act, she would be eligible for full maternity benefits even if such benefits exceed the duration of her contract. Any attempt to enforce the contract duration term within such



WEB COPY



W.P.No.32727 of 2025

period by the employer would constitute “discharge” and attract the embargo specified in Section 12(2)(a) of the 1961 Act. The law creates a fiction in such case by treating her to be in employment for the sole purpose of availing maternity benefits under the 1961 Act.”

6. Further, it was submitted that the concept of maternity leave is not only a matter of fair play and social justice, but also a constitutional guarantee extended to women employees of this country, for the fulfilment of which the State is bound to act. The reproductive right is an aspect of personal liberty under Article 21 of the Constitution of India. Therefore, the petitioner is entitled to avail maternity leave during her one year bond service. Accordingly, she availed maternity leave from 01.08.2024 to 31.07.2025. However, she had also availed medical leave from 06.03.2024 to 31.07.2024, during the very same bond period and hence she is not entitled to claim the benefit of any other medical leave during the bond period.

7. Heard the learned counsel appearing on either side and perused the materials available on record.



W.P.No.32727 of 2025

WEB COPY

8. It is settled that whatever leave is availed by the candidate during the bond period of service shall be compensated even after completion of one year bond period. In the present case, the petitioner has completed only four months and six days of service during the bond period. The period of medical leave availed by her from 06.03.2024 to 31.07.2024 is liable to be compensated. Accordingly, the petitioner is required to serve the remaining period of four months twenty four days at the Government Medical College, Namakkal, towards completion of the bond period.

9. Considering the facts and circumstances of the case, the petitioner is directed to report for duty at the Government Medical College, Namakkal, within a period of one week from today. On completion of the remaining four months twenty four days of service, the sixth respondent is directed to return all the original documents and certificates, along with the postgraduate degree certificate, to the petitioner forthwith.



W.P.No.32727 of 2025

WEB COPY

10. With the above direction, this Writ Petition stands

disposed of. Consequently, connected miscellaneous petition is closed.

No costs.

01.09.2025

Internet : Yes

Index : Yes/No

Lpp

Note : Issue order copy today, i.e. 01.09.2025.

To

1. Principal Secretary,
Health and Family Welfare Department,
Secretariat, Chennai – 600 009.

2. The Director,
Directorate of Medical Education and Research
Kilpauk, Chennai – 600 010.

3. The Director,
Directorate of Medical and Rural Health Services
359, Anna Salai, Chennai – 600 006.

4. The Director,
Directorate of Public Health and Preventive Medicine,
359, Anna Salai, Chennai – 600 006.

5. The Dean,
Government Medical College,
Namakkal – 637 003.



WEB COPY



W.P.No.32727 of 2025

G.K.ILANTHIRAIYAN, J.

Lpp

6. The Dean,
Madras Medical College,
E.V.R.Salai, Chennai – 600 003.

W.P.No.32727 of 2025

01.09.2025